



County of San Bernardino

F A S

STANDARD CONTRACT

FOR COUNTY USE ONLY

<input checked="" type="checkbox"/> New <input type="checkbox"/> Change <input type="checkbox"/> Cancel	Vendor Code 4CONENG 402		SC	Dept. SPD	A	Contract Number 04-_____	
County Department COUNTY SERVICE AREA 9			Dept. SFP	Orgn. 145	Contractor's License No. 748284 A&B		
County Department Contract Representative Greg Bacon, Project Manager			Telephone (909) 387-6076		Total Contract Amount \$ 343,000		
Contract Type <input type="checkbox"/> Revenue <input checked="" type="checkbox"/> Encumbered <input type="checkbox"/> Unencumbered <input type="checkbox"/> Other:							
If not encumbered or revenue contract type, provide reason:							
Commodity Code 91200		Contract Start Date SEE LAST PAGE		Contract End Date Dec. 2004		Original Amount \$343,000	
Fund CLC	Dept. 145	Organization 145	Appr. 410	Obj/Rev Source 4010	GRC/PROJ/JOB No. 2003001	Amount \$343,000	
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount	
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount	
Project Name CSA 9 PHELAN NEW PARK CONSTRUCTION				Estimated Payment Total by Fiscal Year			
				FY	Amount	I/D	
				03/04	\$243,000		
				04/05	\$100,000		

THIS CONTRACT is entered into in the State of California by and between the County of San Bernardino, hereinafter called the County, and

Name

4 – CON ENGINEERING INC.

hereinafter called: **Contractor**

Address

14771 WASHINGTON DR.

FONTANA, CA. 92334-2217

Telephone

(909) 427-1177

Federal ID No. or Social Security No.

33-0790402

Fax

(909) 427-1562

IT IS HEREBY AGREED AS FOLLOWS:

(Use space below and additional bond sheets. Set forth service to be rendered, amount to be paid, manner of payment, time for performance or completion, determination of satisfactory performance and cause for termination, other terms and conditions, and attach plans, specifications, and addenda, if any.)

I.

The complete contract includes all of the Contract Documents, to wit:

- A. Advertisement for Bids, dated: January 27, 2004.
- B. Bidder's proposal (with revisions) dated: February 26, 2004 (Attachments A1 – A4).
- C. Bid Documents entitled "NEW PARK – CSA 9".
- D. Drawings, entitled "PHELAN PARK CONSTRUCTION PLANS".
- E. Addendum No. 1 dated February 24, 2004.
- F. Certified copy of the Record of Action of the Board of Supervisors, County of San Bernardino.

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II.

The Contractor agrees to perform certain work set forth and particularly described in the aforementioned documents, per contractor's proposal as shown in attachments A1 - A4, and as incorporated herein by reference, in consideration of:

**TOTAL ITEMIZED BID (ITEMS 1 – 11) AND INCLUSIVE OF BID ALTERNATE ITEMS NO. 1 & 2 FOR
\$343,000**

III.

Contractor will furnish a payment bond in an amount equal to one hundred percent (100%) of the contract price, and a faithful performance bond in an amount equal to one hundred percent (100%) of the contract price, said bonds to be secured from a surety company satisfactory to the District.

IV.

Indemnification - The Contractor agrees to indemnify, defend and hold harmless the County, the District, and their authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the District or County on account of any claim therefore, except where such indemnification is prohibited by law.

Insurance - Without in anyway affecting the indemnity herein provided and in addition thereto, the Contractor shall secure and maintain throughout the contract the following types of insurance with limits as shown:

- **Workers' Compensation** - A program of workers' compensation Insurance or a State-approved Self Insurance Program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits, covering all persons providing services on behalf of the Contractor and all risks to such persons under this Agreement.

If contractor has no employees, it may certify or warrant to County that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Worker's Compensation coverage will be waived by the County's Risk Manager.

With respect to Contractors that are non-profit corporations organized under California or Federal Law, volunteers for such entities are required to be covered by Worker's Compensation insurance. If the County's Risk Manager determines that there is no reasonably priced coverage for volunteers, evidence of participation in a volunteer insurance program may be substituted.

- **Comprehensive General and Automobile Liability Insurance** - This coverage to include contractual coverage and automobile liability coverage for owned, hired, and non-owned vehicles. The policy shall have combined single limits for bodily injury and property damage of not less than one million dollars (\$1,000,000).

Additional Named Insured - All policies, except for the Workers Compensation, shall contain additional endorsements naming the County, the District, and their officers, employees, agents and volunteers as additional named insured with respect to liabilities arising out of the performance of services hereunder.

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Waiver of Subrogation Rights - Contractor shall require the carriers of the above required coverage to waive all rights of subrogation against the County, the District, and their officers, employees, agents, volunteers, contractors and subcontractors.

Policies Primary and Non-Contributory - All policies above are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County or District.

Proof of Coverage - Contractor shall immediately furnish certificates of insurance to the County Department administering the contract evidencing the insurance coverage, including endorsements, above required prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department; and Contractor shall maintain such insurance from time Contractor commences performance of services hereunder until the completion of such services.

Within thirty (30) days of the commencement of this Agreement, the Contractor shall furnish certified copies of the policies and all endorsements.

Insurance Review - The above insurance requirements are subject to periodic review by the District and County. The County's Risk Manager is authorized, but not required, to reduce or waive any of the above insurance requirements whenever the Risk Manager determines that any of the above insurance is not available, is unreasonably priced, or is not needed to protect the interests of the District or County. In addition, if the Risk Manager determines that heretofore unreasonably priced or unavailable, the Risk Manager is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the District or County, inflation, or any other item reasonably related to the District's or County's risks.

Any such reduction or waiver for the entire term of the Agreement and any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. Contractor agrees to execute any such amendment within thirty (30) days of receipt.

V.

The District agrees to pay, and the Contractor agrees to accept in full payment for the work outlined in the Contract Documents, the sum of **Three Hundred Forty Three Thousand Dollars (\$343,000)** subject to additions and deductions, if any, in accordance with said documents. Payment shall not be made more often than once each thirty (30) days, nor shall amount paid be in excess of ninety percent (90%) of the contract at time of completion.

Final payment to be made thirty-five (35) days subsequent to filing of the Notice of Completion. Contractor may, upon written request, and approved by the Board of Supervisors, and at Contractor's expense, deposit substitute securities, as stated in Government Code Section 16430, and as authorized by Public Contract Code 22300, in lieu of retention monies withheld to insure performance.

VI.

The Contractor shall commence the work required by this Contract within ten (10) days of the date specified in the Notice to Proceed issued by the District and shall be complete within **Ninety (90) calendar days**.

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VII.

The Contractor hereby agrees to comply with the State Labor Code and acknowledges that, in accordance with Section 3700 of the State Labor Code, he will be required to secure the payment of compensation to his employees.

The Contractor further acknowledges that he will be held responsible for compliance with the provisions of Sections 1777.5 and 1776 of the State Labor Code.

VIII.

The Contractor hereby agrees to reimburse the District for costs incurred by the awarding authority in the substitution of subcontractors.

Where a hearing held pursuant to the provisions of Chapter 4 of the Public Contract Code (commencing with Section 4100) by the awarding authority or a duly appointed hearing officer, the Clerk of the Board of Supervisors shall prepare and certify a statement of all costs incurred by the District for investigation and conduct of the hearing, including the costs of any hearing officer and shorthand reporter appointed. The statement shall then be sent to the general contractor, who shall reimburse the District for such costs. If not paid separately, such reimbursement may be deducted from any money due and owing to the general contractor prior to acceptance of the project.

IX.

Attorney's Fees and Costs - If any legal action is instituted to enforce or declare any party's rights hereunder, each party including the prevailing party, must bear its own costs and attorney's fees except as otherwise provided by law. This paragraph shall not apply to those costs and attorney's fees arising directly from any third party legal action against a party hereto and payable under article IV, Indemnification.

X.

Jury Trial Waiver - Contractor and District hereby waive their respective right to trial by jury and agree to accept trial by judge alone for any cause of action, claim, counterclaim, or cross-complaint in any action, proceeding, and/or hearing brought by either Contractor against District, or District against Contractor, on any matter whatsoever arising out of, or in anyway connected with, this Agreement, the relationship of Contractor and District, or any claim of injury or damage, or the enforcement of any remedy under any law, statute, or regulation, emergency or otherwise, now or hereafter in effect after those procedures provided for in the Public Contract Code Sections 20104, 20104.2 and 20104.4 have been exhausted.

XI.

Former County Officials - Contractor agrees to provide information on former County of San Bernardino administrative officials (as defined below) who are employed by or represent the Contractor. The information provided should include a list of former county administrative officials who terminated their county employment within the last five years and who are now officers, principals, partners, associates or members of the business. The information should also include the employment with or representation of Contractor. For purposes of this provision, "county administrative official" is defined as a member of the Board of Supervisors or such officer's staff, County Administrative Officer or member of such officer's staff, county department or group head, assistant department or group head, or any employee in the Exempt Employee Classification Group, Management Unit or Safety Management Unit.

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XII.

Inaccuracies or Misrepresentations - If during the course of the administration of this agreement, the County determines that the contractor has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the County, this contract may be immediately terminated. If this contract is terminated according to this provision, the County is entitled to pursue any available legal remedies.

XIII.

This contract is delivered by 4CON ENGINEERING INC., Contractor, to District for acceptance by its Governing Board at San Bernardino, California, and is deemed to have been entered into in San Bernardino.

IN WITNESS WHEREOF, the Board of Supervisors of the County of San Bernardino, acting as the governing board of the District, has caused this Contract to be subscribed by its duly authorized officers, in its behalf, and the said party of the second part has signed this Contract.

///

COUNTY SERVICE AREA 9 (PHELAN)
COUNTY OF SAN BERNARDINO

►
Dennis Hansberger, Chairman, Board of Supervisors

Dated: _____

SIGNED AND CERTIFIED THAT A COPY OF THIS
DOCUMENT HAS BEEN DELIVERED TO THE
CHAIRMAN OF THE BOARD

Clerk of the Board of Supervisors
of the County of San Bernardino.

By _____
Deputy

4-CON ENGINEERING INC.
(Print or type name of corporation, company, contractor, etc.)

By ►
(Authorized signature - sign in blue ink)

Name RICK GARABEDIAN
(Print or type name of person signing contract)

Title PRESIDENT
(Print or Type)

Dated: _____

Address 14771 WASHINGTON DR.
FONTANA, CA. 92334-2217

Approved as to Legal Form

►
County Counsel

Date _____

Reviewed by Contract Compliance

►

Date _____

Presented to BOS for Signature

►
Department Head

Date _____

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